

I put the **LAW** in lawyer
and the **WIN** in winning.SM

THE Patterson
FIRM

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NOT ALL LAWYERS
ARE CREATED EQUALSM

April 20, 2020

Sent via Certified Mail
Returned receipt requested
Time Demand Letter
O.C.G.A. 9-11-76.1

Claims Management, Inc.
Attn: Ms. Sara Jackson
Case Manager
P.O. Box 14731
Lexington, KY 40512-4731

RE:	Our Client (s):	Yolanda Hunter
	File No.:	8880226
	Date of Incident:	July 14, 2019
	Facility No.:	855
	Entity Name:	Walmart Union City

OFFER TO COMPROMISE A DISPUTED CLAIM

THIS LETTER AND THE INFORMATION IT CONTAINS ARE BEING PROVIDED TO YOU AT THIS TIME IN THE HOPE THAT AN AMICABLE SETTLEMENT CAN BE REACHED. THIS INFORMATION MAY NOT BE USED AT A LATER MEDIATION, ARBITRATION OR TRIAL WITHOUT PRIOR WRITTEN CONSENT FROM THE PLAINTIFF, NOR MAY IT BE CONSTRUED AS AN ADMISSION AGAINST INTEREST OR PARTY.

Dear Ms. Jackson:

As you know, this firm represents Mrs. Yolanda Hunter, for injuries sustained in the above-referenced incident which was caused by the negligence of your insured Walmart. As you know, on July 14, 2019, my client Mrs. Yolanda Hunter, was seriously injured when she slipped and fell on your insured's Walmart stores premises. The evidence clearly shows your insured's negligence was the direct and proximate cause of my client injuries and resulting damages, including medical and chiropractic bills, out-of-pocket expenses, lost wages, and pain and suffering. I am writing this letter on behalf of my client to present facts of this disputed claim in an attempt to reach an amicable settlement without the

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 Sarah Jackson
 Yolanda Hunter

necessity of litigation. After conversations with my client Mrs. Yolanda Hunter, I am authorized to demand for Claims Management, Inc. to pay Mrs. Yolanda Hunter, **\$1,000,000.00** of your insured's **liability policy limit** from full and final settlement of the claims in the above-referenced case. Since this is a settlement letter, all of its terms are privileged and confidential. None of the statements made in this letter shall be deemed admissible in any proceeding should our settlement efforts fail. In the event litigation is entered, we request that all material be returned, unduplicated, to this office. Additionally, please put any applicable liability insurance carriers on notice of this pending action. This offer to resolve our client's claims will expire on May 25th 2020 at 5:00 p.m. (EST).

I. Liability:

On July 14, 2019, Mrs. Yolanda Hunter, was walking in the garden center looking at plants. Mrs. Hunter, begin walking toward check out when she slipped on a puddle of water in the garden center of the Walmart store located in Union City in Fulton County. Mrs. Hunter, was an invitee on your insured's property and your insured Walmart, is charged with the duty of ordinary care to keep the premises and approaches safe. There were no signs cautioning warning my client or other customers about the puddle of water on the floor, nor was the area where my client Mrs. Hunter slipped cordoned off. Due to the slipped on the water Mrs. Hunter, bruised her ankle, elbow, arm, shoulder pain, twisted left wrist. The evidence clearly shows your insured's Walmart's negligence was the direct and proximate cause of my client injuries and resultant damages. It is our position that liability is clear and that the only issue to be negotiated in this case is the value of the injury claim. Thus, this should be no dispute about your insured's legal responsibility to compensate Mrs. Yolanda Hunter, for her injuries and damages.

II. Injuries & Damages:

As a direct and proximate result of Walmart's negligence, Mrs. Hunter, suffered personal injury and consequential damages. These damages include, but are not limited to bodily injuries, medical expenses, emotional distress, and pain and suffering.

Due to the fall, Mrs. Hunter, did immediately appreciate the extent of her injuries and sought medical treatment at Piedmont Fayette Medical Center.

III. Special Damages:

As a direct result of the slip and fall Mrs. Hunter, suffered substantial injuries, and significant pain to her, ankle, left wrist, headaches, lower back and shoulder pain and medical expenses. These damages include physical pain, suffering and a loss of enjoyment of life due to the accident and injuries to Mrs. Hunter, ankle, left wrist, headaches, lower back and shoulder pain. Mrs. Hunter sustained real and objective injuries as a result of your

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 Sarah Jackson
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insured Walmart. Mrs. Hunter was prescribed Hydrocodone 325mg tablets for pain, and Tylenol 3- 300mg tablets for pain.

The medical specials for Mrs. Hunter, injuries and treatment as a result of the accident caused by your insured Walmart. Mrs. Hunter have incurred the following expenses. The medical records are attached with more details from her treating providers.

A. Medicals

Piedmont Fayette Med. Center	\$2, 930.40 (Exhibit A)
Atlanta Spine Center	\$4,371.00 (Exhibit B)
Atlantic Cod Emerg. Physicians, LLC	\$995.00 (Exhibit C)
Ortho Sport & Spine Physicians	\$8,252.83 (Exhibit D)

Total Medical Specials \$16,549.23

IV. Pain and Suffering

Since the time of this accident, Mrs. Hunter continues to suffer from extreme pain and discomfort, as a result of the accident and injuries. Mrs. Hunter's pain is real and compensable, and if a jury finds that Mrs. Hunter's pain and suffering will continue into the future, the jury may award damages for such future pain and suffering. In making such awards, the standard is the enlightened conscience of impartial jurors. Mrs. Hunter have undergone months of severe pain and discomfort due to her ankle, left wrist, headaches, lower back and shoulder pain. The pain and suffering of Mrs. Hunter's pain is real and should be taken in consideration when evaluating this case. It has disrupted her daily life since the date of the accident. This entire event has been devastating for my client Mrs. Hunter. Before the accident Mrs. Hunter, led a full life, free of pain and discomfort. The loss of enjoyment during domestic activities, exercising, and hobbies. Ever since the slip and fall she has suffered from extreme pain and discomfort, anxiety all directly attributable to your insured's Walmart negligence. There is no way your company can fully compensate my client for all she has suffered. At a minimum, I expect you as their representative to try to compensate my client Ms. Yolanda Hunter, for her injuries and damages.

We have advised Mrs. Hunter, of the time invested and costs involved in pursuing litigation and a full-blown trial. Due to these latter considerations, she is open to a pre-suit

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 Yolanda Hunter

settlement of this claim. Based on the foregoing, my client is willing to make a complete settlement of this case for the **liability policy limit of \$ 1,000,000** for full and final settlement of his/her claims in the above-referenced case. This offer is for my client to sign a **GENERAL RELEASE** for all injuries and claims suffered by Mrs. Yolanda Hunter, my client to your insured Walmart under Georgia Law O.C. G.A. 9-11-76.1. Liability is clear, and my client has suffered damages that exceed the policy limits of coverage. I have reviewed this case in detail and believe that the refusal of settlement to our demand would demonstrate bad faith on the part of Claims Management, Inc. to your insured, Walmart. As you are surely aware, it would be within the rights of your insured to urge you to tender the policy limits in this case, which would avoid exposure to personal liability for the damages which will be sought in this matter.

V. Loss of Consortium

As a result of the injuries suffered by Mrs. Hunter, in the slip and fall, she has had their marital relationship interfered with, and Mr. Marvin Reid, her husband has suffered a loss of companionship and affection with his wife. As a result of the injuries suffered by Mrs. Hunter, in the slip and fall, Mr. Marvin Reid, has had to take care of his wife, and their marital relationship has suffered. As a result of the injuries suffered by Mrs. Yolanda Hunter, in the slip and fall, her husband has a claim for loss of consortium with his wife.

Consider this demand letter as a HOLT DEMAND, 262 Ga. 267
 Supreme Court of Georgia

SOUTHERN GENERAL INSURANCE CO.

v.

HOLT et al.

This demand will remain open until May 20th 2020. If the demand is not accepted in writing by this date, the demand will expire and will be withdrawn. We will then have no alternative but to pursue a verdict against your insured Depositor Insurance Co., Walmart, and to collect any excess judgment from his/her personal assets. We discuss below the issues of liability and damages. This letter is an offer to compromise a claim and is inadmissible in any subsequent litigation. O.C.G.A. § 24-3-37. It should be noted that the contents of this letter represent an offer of compromise only and should not be construed to prejudice any position that may be taken in any court proceeding at a later date in this matter. I anticipate receiving your reply no longer than May 25th 2020, which more than the required 30-day notice under Georgia Law. We look forward to your response to our

Sincerely,



Jackie G. Patterson, Esq.
Attorney for Yolanda Hunter

JGP/nc
Enclosures
cc: Yolanda Hunter (w/out encl.)

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